

**PRICE SCHEDULE**

**HOOSIER NATIONAL FOREST, IN  
 ORSB KIOSK (2)**

**BASE ITEMS :**

Line Item	Description	Method Of Meas.	Unit	Est. Quant.	Unit Price	Total Amount
1	Furnish and Install ORSB Kiosk at Leavenworth Park.	L.S.	L.S.	1	\$_____	\$_____
2	Furnish and Install ORSB Kiosk at Lincoln Ferry Park.	L.S.	L.S.	1	\$_____	\$_____
<b>TOTAL BASE PRICE:</b>						<b>\$_____</b>

**ADDITIVE ITEMS :**

Line Item	Description	Method Of Meas.	Unit	Est. Quant.	Unit Price	Total Amount
1	Furnish and Install stone path at Leavenworth Park.	L.S.	L.S.	1	\$_____	\$_____
2	Furnish and Install stone path at Lincoln Ferry Park.	L.S.	L.S.	1	\$_____	\$_____
3	Furnish and Install lighting and connect to electrical service at Leavenworth Park.	L.S.	L.S.	1	\$_____	\$_____
4	Furnish and Install lighting and connect to electrical service at Lincoln Ferry Park.	L.S.	L.S.	1	\$_____	\$_____
5	Furnish and Install stone work on columns at Leavenworth Park.	L.S.	L.S.	1	\$_____	\$_____
6	Furnish and Install stone work on columns at Lincoln Ferry Park.	L.S.	L.S.	1	\$_____	\$_____
<b>TOTAL ADDITIVE:</b>						<b>\$_____</b>

**OFFER PREPARATION AND SUBMISSION REQUIREMENTS:**

Offeror shall submit the following information by Friday, September 7, 2012; 4:30 PM (Local); to the address indicated below.

1. Signed Standard Form (SF 18) – block# 13 and #14;
2. Price Schedule;
3. Contract Administration Information (page 15);
4. Information Regarding a Similar Project Completed (any format). Information should include: A) Name and Location of Project, B) Customer Name and Address; 3) Customer Point-of-Contact, to include Phone Number; 4) Project Dollar Amount; 5) Whether the Offeror was the General Contractor or a Subcontractor.

Submit offer to:

USDA Forest Service  
Hoosier National Forest  
811 Constitution Avenue  
Attn: William Clark  
Bedford, IN 47421

812-276-4729 (office)  
812-279-3423 (fax)  
Email: wlclark@fs.fed.us

Offer can be mailed, faxed or emailed.

**Note::** Offerors should be aware that the **System for Award Management (SAM)** has recently been launched, replacing and consolidating both **the former Central Contractor Registration (CCR) and On-Line Representations and Certifications.(ORCA) websites.** Offerors are encouraged to immediately visit this website to establish an account. Migration of the CCR information may be required. (<https://www.sam.gov/portal/public/SAM/>)

**SET-ASIDE, AWARD , PRICING , PROJECT ESTIMATE AND SITE VISIT INFORMATION**

**SET-ASIDE:** Per FAR 52.219-30, this project is set aside for woman-owned small business.

**AWARD DETERMINATION:** The Forest Service intends on awarding a single contract to the responsive and responsible offeror whose overall evaluated price is the lowest, as described below

Per Federal Acquisition Regulation (FAR) clause 52.217-4, Evaluation of Options Exercised at Time of Contract Award (June 1988), it is the intent to award a contract to include the base item, and as many optional items as funding allows. The optional items are indicated in award priority, thus the award determination will be made, based on this sequential priority.

For example, the Forest Service can elect to award the base item, as well as additive (optional) item #1 and additive (optional) item #2; however, the Forest Service will not award the base item and additive (optional) item #1 and additive (optional) item #3, because additive (optional) item #2 should have also been awarded.

Offerors are also reminded not to offer unbalanced pricing, which can increase performance risk. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques.

For purposes of this solicitation, the terms “**additive**” and “**optional**” are synonymous.

In accordance with FAR 52.215-1, Instructions to Offerors--Competitive Acquisition, it is the intent of the Forest Service to award a contract without discussions or negotiations.

**Preproposal Conference:** None scheduled.

**Project Estimate:** Less than \$25,000.

A site visit can be requested by contacting James Klug at the Hoosier National Forest, 812-276-4769.

## **SOLICITATION CLAUSES**

### **FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES**

#### **FAR 52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

#### **FAR 52.217-4 Evaluation of Options Exercised at Time of Contract Award (June 1988)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

#### **FAR 52.222-5 Davis-Bacon Act—Secondary Site of the Work (JUL 2005)**

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

**FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered are, are as follows:

**Goals for minority participation for each trade:**

**2.5% (Crawford) 3.5% (Perry)**

**Goals for female participation for each trade:**

**6.9% (Both Counties)**

These goals are applicable to all of the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U. S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;

- (4) Estimated starting and completion dates of the subcontract; and
  - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Crawford and Perry Counties, IN.**

**FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS (FEB 2009)**

- (a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).
- (b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#).
- (c) *Evaluation of offers.*
  - (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).
  - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) *Alternate offers.*
  - (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
  - (2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
  - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate

only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

**AGRICULTURE ACQUISITION REGULATIONS (AGAR) (48 CFR CHAPTER 4)**  
**CLAUSES**

**AGAR 452.204-70 Inquiries (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

**Solicitation# AG-55N9-S-12-0013**  
**USDA Forest Service, Wayne National Forest, OH**  
**Project: ORSB KIOSK (2)**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**General Project Scope:**

Provide all necessary equipment, materials, supplies, labor, supervision mobilization to FURNISH AND INSTALL two (2) KIOSKs; one to be located in Leavenworth Park (near Leavenworth, IN) and the other to be located at Lincoln Ferry Park (near Troy, IN).

For purposes of this contract the terms “additive” and “optional” are synonymous.

**Project Location:** See above.



**CONTRACT ADMINISTRATION DATA**

**GOVERNMENT-FURNISHED PROPERTY OR MATERIAL (GFP or GFM)**

GFP or GFM is not included as part of this project.

**DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE**

The contracting Officer will designate a Contracting Officer's Representative (COR) at the time of award.

The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

On all matters that pertain to the contract terms the contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the contracting officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal for a contract claim.

**GENERAL CONTRACT ADMINISTRATION, INVOICE AND PAYMENT  
INFORMATION**

1. **CONTRACT ADMINISTRATION:** All contract administration matters will be handled by the following individuals: (Offeror to complete this section.)

**OFFEROR:**

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**EMAIL:**

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**TIN:**

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**DUNS:**

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2. **GOVERNMENT: ADMINISTRATIVE CONTRACTING OFFICE:**

USDA FOREST SERVICE  
HOOSIER NATIONAL FOREST  
ATTN: BILL CLARK  
811 CONSTITUTION AVE  
BEDFORD, IN 47421  
(812) 276-4729

3. **CONTRACTOR REMITTANCE ADDRESS:** All payments by the Government to the contractor under this contract will be made in accordance with Electronic Funds Transfer (EFT) methods referenced in this solicitation. All required information must be in the Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov). To check on payments once a contract has been awarded, contact the Miscellaneous Payments Section of the National Finance Center at 1-800-421-0323.

4. **CHANGES IN PAYMENT INFORMATION**

Notify the Contracting Officer immediately when vendor information contained in CCR is changed in any way. Failure to notify the CO of changes in banking information may result in delay of payments.

5. **INVOICES:** Invoices shall be submitted in arrears, no advance payments will be authorized.

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- A. If the work performance period is 30 days or less the contractor shall submit an invoice to the government at the end of the performance period. No partial payments will be authorized.
- B. If the work performance period is greater than 30 days partial payments may be authorized on a monthly basis and upon completion of the ordered work, or at other intervals approved by the Contracting Officer.
- C. In accordance with Prompt Payment Act (Public Law 97-177), contractors are to submit proper invoices for payment.

A proper invoice includes:

- Name and address of the Contractor
  - Invoice date and invoice number
  - Contract/order number
  - Taxpayer Identification Number (TIN)
  - Description, quantity, unit of measure, unit price, and extended price
  - Shipping and payment terms (unless mutually agreed that this information is only required in the contract)
  - Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice
- D. The invoice must contain specific information as listed below or the invoice shall be returned to the contractor within seven days after receipt, noting reasons why it is not a proper invoice. The agency payment office will no longer “hold” or “pen and ink” the invoice in an attempt to correct it. The contractor must correct and resubmit the invoice to the payment office where it will again be date stamped upon receipt.
  - E. **GOVERNMENT INVOICE ADDRESS:** Unless otherwise directed, all invoices from the contractor shall be mailed to the following address:

USDA FOREST SERVICE  
HOOSIER NATIONAL FOREST  
ATTN: James Klug  
811 Constitution Avenue  
Bedford, IN 47421

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- F. Once the proper invoice has been received and approved, payment will be processed in accordance with the Prompt Payment Act and contract terms. Invoice payment will be considered payable after receipt of supplies/services or receipt of a proper invoice; whichever is later. Partial payments due under construction contracts payment will be due within 14 calendar days.
- G. If payment is not received with 15 working days following the due date, notify the Contracting Officer's Representative or Contracting Officer.
- H. Contractors are encouraged to Contact PAYMENT INQUIRY at the National Finance Center (800) 421-0323 concerning status of past due invoices.
- I. Contractors are encouraged to enroll in the U.S. Department of the Treasury's Financial Management Service (FMS), Internet Payment Platform (IPP). To enroll in the IPP-PAID service, please call IPP's toll-free number at **(866) 973-3131** or email at **[bos.ipp.helpdesk@bos.frb.org](mailto:bos.ipp.helpdesk@bos.frb.org)**. This service is free and provides vendors with advance notification of payments processed through EFT. For additional information go to the IPP-PAID website at <https://www.ipp.gov/>.

### **SPECIAL CONTRACT REQUIREMENTS**

**Fire Plan:** Approved fire extinguishers available at project site at all times. No open flames. All motorized equipment must have approved muffler and/ or spark arrestor.

**Use of On-site Utility Services:** Contractor temporary use of any available Forest Service utilities is not authorized. Contractor shall provide all required temporary utilities and facilities in accordance with Section 01100 of the project specifications.

**Equipment Cleaning:** All soil moving equipment shall be thoroughly cleaned to make it free of soil, noxious weed seeds, vegetative matter or other debris that could contain or hold seeds prior to being delivered to the project site. Equipment shall be considered free of soil, noxious weed seeds and other such debris when a visual inspection by the C.O.R., prior to the equipment being delivered to the site, does not disclose such material present. Disassembly of equipment components is not required. The Contractor shall notify the Forest Service at least five (5) working days prior to moving each piece of soil moving equipment onto the project site, unless otherwise agreed.

The Contractor shall thoroughly clean all soil moving equipment prior to moving them off a project site or between work areas on a project site that are known to be infested with noxious weed species of concern and other work areas, if any, that are free of noxious weed species of concern. Areas known to be infested with specific noxious weed species of concern to the Forest Service shall be noted in the Schedule of Work. The Contractor and the Forest Service shall agree on the methods of cleaning, location for the cleaning and control of off-site impacts, if any.

## **CONTRACT CLAUSES BY REFERENCE**

### **FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far/](http://www.arnet.gov/far/)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAY 2008)
52.219-30	Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Apr 2012)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.222-3	Convict Labor (JUN 2003)
52.222-6	Davis-Bacon Act (JUL 2005)
52.222-7	Withholding of Funds (FEB 1988)
52.222-8	Payrolls and Basic Records (FEB 1988)
52.222-9	Apprentices and Trainees (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (JUL 2005)
52.222-12	Contract Termination - Debarment (FEB 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (FEB 1988)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-50	Combating Trafficking in Persons (SEP 2007)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)
52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003)
52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

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52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)
52.228-5	Insurance—Work on a Government Installation (JAN 1997)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.232-5	Payments Under Fixed-Price Construction Contracts (SEP 2002)
52.232-17	Interest (OCT 2008)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-17	Layout of Work (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
	Alternate II (APR 1984)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension of Work (APR 1984)
52.243-5	Changes and Changed Conditions (APR 1984)
52.245-1	Property Records (JUN 2007)
52.245-2	Government Property (Fixed-Price Contracts) (JUN 2007)
52.245-9	Use and Charges (Apr 2012)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (MAR 1994)
	Alternate I (APR 1984)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

**AGRICULTURE ACQUISITION REGULATION (AGAR) CLAUSES**  
**(48 CFR CHAPTER 4)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

[www.dm.usda.gov/procurement/index.htm](http://www.dm.usda.gov/procurement/index.htm)

452.211-70	Brand Name or Equal. (NOV 1996)
452.236-70	Additive or Deductive Items
452.236-71	Prohibition Against the Use of Lead-Paint (NOV 1996)
452.236-72	Use of Premises (NOV 1996)
452.236-73	Archeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation and Pollution (NOV 1996)
452.236-76	Samples and Certificates (FEB 1988)
452.236-77	Emergency Response (NOV 1996)
452.237-74	Key Personnel (FEB 1988)
452.237-75	Restrictions Against Disclosure (FEB 1988)



**CONTRACT CLAUSES IN FULL TEXT**

**FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 90-calendar days after notice to proceed issuance. The time stated for completion shall include final cleanup of the premises.

**FAR 52.236-1 Performance of Work by the Contractor (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

**AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)**

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

-- **NAICS Code:**       **238130 (FRAMING CONTRACTORS)**  
-- **Size Standard:**   **\$14 MILLION**

**AGAR 452.204-71 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR EMPLOYEES (OCT 2007)**

(a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the Department of Agriculture (USDA) Directives 4620-002 series.

(b) Should the results of the PIV process require the exclusion of a contractor's employee, the contracting officer will notify the contractor in writing.

(c) The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 series and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.

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(d) The responsibility of maintaining a sufficient workforce remains with the contractor. Employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.

(e) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(f) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the Contracting Officer Representative (COR), unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from: 8:00 – 4:00 PM, Monday through Friday, at the Forest Supervisor's Office, 811 Constitution Avenue; Bedford, IN 47421 The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).

**AGAR 452.211-72 Statement of Work/Specifications (FEB 1988)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications.

**AGAR 452.211-73 Attachments to Statement of Work/Specifications (FEB 1988)**

The attachments to the Statement of Work/Specification are hereby made part of this solicitation and any resultant contract.

**AGAR 452.215-73 Post Award Conference (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at: Hoosier National Forest, Supervisor's Office, 811 Constitution Avenue; Bedford, IN 47421.

**AGAR 452.228-71 Insurance Coverage (NOV 1996)**

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so

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commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. (1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(2) The Contractor shall have property damage liability insurance shall be required in the amount of \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

**AGAR 452.236-75 Maximum Workweek – Construction Schedule (NOV 1996)**

Within 10 calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following information in writing for approval:

(a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and

(b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposed to carry out the work.

The maximum workweek that will be approved is 40-hours.

**FAR 52.225-9 Buy American Act-Construction Materials (FEB 2009)**

(a) *Definitions.* As used in this clause--

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

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- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—

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(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: **NONE**.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

### **Foreign and Domestic Construction Materials Price Comparison**

<b>Construction material description</b>	<b>Unit of measure</b>	<b>Quantity</b>	<b>Price (dollars) *</b>
<i>Item 1</i>			
<b>Foreign construction material</b>			
<b>Domestic construction material</b>			
<i>Item 2</i>			
<b>Foreign construction material</b>			
<b>Domestic construction material</b>			

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

### **FAR 52.244-6 Subcontracts for Commercial Items (Dec 2010)**

(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation [2.101](#), Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

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(ii) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212\(a\)](#));

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

(ix) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#) and [10 U.S.C. 2631](#)), if flow down is required in accordance with paragraph (d) of FAR clause [52.247-64](#)).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

## **Order of Precedence--Construction**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the specifications)
- (2) Representations and Other Instructions
- (3) Contract Clauses
- (4) Other Documents, Exhibits, and Attachments
- (5) The Specifications
- (6) Drawings



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**LIST OF ATTACHMENTS**

1. Davis-Bacon Wage Rate Determination
2. Specifications
3. Drawings (9)